

REMARKS

1. Claims 25-37 are pending in the application, with claims 25 and 37 being independent.
2. Claims 25-27 and 37 stand rejected under 35 U.S.C. 102(e) as being taught by White et al. (U.S. Publication No. 2002/0091550).
3. Claims 28-30 stand rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265).
4. Claims 31-33 stand rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265) and further in view of Provost et al. (U.S. Patent No. 6,341,265).
5. Claims 34-36 stand rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265) and further in view of Provost et al. (U.S. Patent No. 6,341,265) and Mori et al. (U.S. Patent No. 6,070,148).
6. **Claim Rejections - 35 USC §102**

Claims 25-27 and 37 stand rejected under 35 U.S.C. 102(e) as being taught by White et al. (U.S. Publication No. 2002/0091550).

Applicant has reviewed White in detail and Applicant notes that White is, in fact silent on the use of an object model. While the Examiner has drawn the Applicant's attention to a number of supposedly relevant paragraphs, a close review of the cited paragraphs reveals that White is

completely silent on the use of an object model, which is described in the present application on page 13 line 3 to page 14, line 17 of the description.

Applicant submits that White does not teach “... an object model stored in a database... the model having a plurality of attributes of a product, wherein the model enables a combination of the attributes to be created, the combination being arranged to determine the price for the travel insurance product...”, as recited in claim 25. (emphasis added)

Further, Applicant submits that White does not teach: “an issuing component arranged to issue the insurance product to the subscriber and update the object model, characterised in that, the issuing component of the server system, in response to a further subscriber request allows the subscriber to vary at least one term of the issued travel insurance product via the electronic network by adjusting the combination of attributes through an electronic interface”, as recited in claim 25. (emphasis added)

The Examiner contends that White in paragraphs [0095], [0122], [0131]-[0132], [0140] and [0155]-[0165] teaches these features of claim 25. Applicant can find no such teaching in White. White does not teach or suggest the use of an object model, or the attributes of such a model, or adjusting the attributes of the object model of an issued travel insurance product.

In White paragraphs [0122], [0131]-[0132] and [0155]-[0165], there is discussion of “dynamic pricing”, and in particular at Paragraphs [0155]-[0165] there is discussion of the use of a Pricing Tier Assignment Table. However a table is entirely different from and cannot be compared to the use of an object model. As stated at page 13, lines 12-14 of the present application, “An object model defines a relationship between insurance products, policies sold to subscribers for those products and the extensions and claims for each policy”. A mere table which holds price information is different. An example of the operation of the object model is on page 10, lines 4 to 29 and more particularly on page 10, lines 12-16 of the present application which state: “All of the above functions have specific business rules associated with each function. The database contains the rules, and the rules are cross-referenced with the

subscriber's policy to ensure the subscriber is able and has permission to execute the function requested".

As discussed above, White teaches a "pricing tier assigning table". However, the "object model" of the present application is related not only to a predetermined price for each possible "type" of insurance, but rather is tied to each particular insurance product and indeed, to each policy sold to a subscriber. It is the use of an object model that allows insurance products to be updated, even where a subscriber has already made a purchase. As described generally on pages 13 and 14 of the present application, once a subscriber has made a purchase, the software provides the subscriber with details regarding the coverage, and it allows the subscriber to vary at least one term of the issued policy within the rules in the "object model". It is the use of the "object model" which defines a set of business rules that enable the insurer to place particular parameters around what terms of the issued policy that the subscriber can and cannot vary.

Further, Applicant submits that White teaches away from claim 25. In paragraph [0156] White teaches:

[0156] 1. The Pricing Tier Assignment Table 630 is stored and managed by an online system. Each time an offer is requested 640 from an offer environment 650, a lookup is performed against this table to determine which pricing tier or dynamic pricing adjustment factor should be used to compute a rate for the offer. This information, together with values for rating variables

derived from the applicant information is sent to the rating engine 660. The rating engine returns a rate for the individual request for offer of insurance.

White does not teach, disclose or suggest a system which allows an offer of insurance to be issued and subsequently allows the terms of the issued policy to be varied and does not teach or suggest "an issuing component arranged to issue the insurance product to the subscriber and update the object model, characterised in that, the issuing component of the server system, in

response to a further subscriber request allows the subscriber to vary at least one term of the issued travel insurance product via the electronic network by adjusting the combination of attributes through an electronic interface”, as recited in claim 25. (emphasis added)

The disclosure of White merely discloses a pricing model which operates to calculate the price of an offer of insurance, and does not teach the usage of an object model having attributes to “allow the subscriber” to “vary at least one term of an issued travel insurance policy” by “adjusting the combination of attributes”.

That White is concerned only with offers of insurance is evident throughout the Figures and description in White and is also evident in the abstract of White shown below.

(57)

ABSTRACT

The present invention is directed to systems and methods for real-time rating, underwriting and policy issuance for the insurance industry. A process according to the present invention, as may be implemented via an appropriate computer environment, will include several steps in providing real-time rating, underwriting and policy issuance. Accordingly, identification information associated with a particular applicant is received. A connection is established with one or more information sources that may have data related to the applicant that may be relevant to the real-time rating and underwriting of an insurance policy for the applicant. A request for relevant data is transmitted over the respective connections. The relevant data is received from the information sources. Based upon the received relevant data, an offer of insurance is generated for the particular applicant. In some embodiments, a dynamic pricing factor may be used in generating the offer. The generated offer is then communicated to the applicant via an offer output device.

White teaches “based on the received relevant data, an offer of insurance is generated for the particular applicant”. Nowhere does White discuss a model or modeling for issued insurance. Thus, White effectively teaches away from claim 25.

Applicant therefore submits that claim 25 is patentable and is not obvious in view of White et al. (U.S. Publication No. 2002/0091550).

Should the Examiner disagree, Applicants respectfully request him to clearly and specifically point out where White discloses or suggest these features in accordance with 37 C.F.R. 1.104(c)2.

Further, Applicant submits that claim 37 is patentable and is not obvious in view of White et al. (U.S. Publication No. 2002/0091550) for the same reasons.

7. Claim Rejections - 35 USC §103(a)

Claims 28-30 stand rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265).

Notwithstanding that *White et al.* does not teach all of the features of at least Claim 25, it is noted that Paragraphs 39 and 40 are silent on the use of a table and, indeed, on the use of a table of data, where the information obtained from a subscriber is utilised to locate a value in at least one table of data, the value being the purchase cost of the insurance product. Similarly, *Kleinberg* also appears to be silent on the use of two separate tables to calculate two different costs of the insurance product, one where the subscriber is first issued with the insurance product and another where the subscriber varies the at one term of the insurance product. While *Kleinberg* generally refers to a system for the online retailing of goods and services, there is no specific description of the features disclosed in at least Claims 28, 29 and 30. As such, it is submitted that the claims 28-30 are non-obvious even where *White et al.* is combined with *Kleinberg*.

Claims 31-33 stand rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265) and further in view of Provost et al. (U.S. Patent No. 6,341,265).

Claim 31 is directed to a system where insurance claims are compared to a set of predetermined rules. This is an essentially automatic process with no intervention from a person or persons. *Provost et al.* is silent on such an automatic system. While the Examiner relies on Figure 3 and 4B, reference to the description, shows that the system of *Provost et al.* is directed to a server system that performs rudimentary checks such as whether an electronic form has been correctly filled out. This is different from the claims in which information is compared to a predetermined rule set. Indeed, *Provost et al.* is silent on the use of a predetermined rule set. As such, Applicant submits Claim 31 is not obvious in light of *Provost et al.* even when combined with *White et al.* and *Kleinberg*.

Claims 34-36 stand rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265) and further in view of Provost et al. (U.S. Patent No. 6,341,265) and Mori et al. (U.S. Patent No. 6,070,148).

The Examiner contends that *Mori et al.* teaches the missing feature in Claim 34 of at least one term of the insurance product, being the intended destination of the subscriber. It is unclear how the Examiner has combined *Mori et al.* with the other cited documents, as *Mori et al.* is not directed to an insurance system, but rather is directed generally to a system for recording information with regard to business expenses. *Mori et al.* is completely unrelated to the feature of the claims and indeed, even the sections referenced by the Examiner, namely Figures 14 and 15 and column 2, lines 44 to 53, discuss, not an insurance product, but rather the issue of travel expenses. It is difficult to see how the issue of travel expenses is relevant to an insurance product, other than the fact that travel insurance is a possible travel expense. There would be absolutely no motivation for a skilled addressee to review *Mori et al.*, as *Mori et al.* has no connection with insurance products, or with travel insurance. Even if a skilled addressee were to review *Mori et al.*, they would not find any information which would be useful in the

construction of a travel insurance system. The mere fact that Figures 14 and 15 disclose an example of the destination of a user, and the money spent by a user, does not have any relevance whatsoever to the construction of an insurance product. As such, it is not clear how the Examiner has combined *Mori et al.* with *White et al.*, *Kleinberg* and *Provost et al.*

8. Dependent Claims

“If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.” *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988). Therefore, in light of the above discussion of claim 25, Applicant submits that claims 26 -36 are also allowable at least by virtue of their dependency on nonobvious independent claim 25, as well as the additional limitations recited by each of these claims.

9. Conclusion

In view of the foregoing, the Applicant respectfully submits that each of the pending claims is now in a condition for allowance. None of the references, singly or in combination, teach, suggest, provide motivation, or make obvious the invention as recited in the pending claims. Accordingly, the Examiner is respectfully requested to withdraw the outstanding rejection of the claims and to pass this application to issue.

The Commissioner is authorized to charge any additional fees which may be required or credit overpayment to deposit account no. 12-0415. In particular, if this response is not timely filed, the Commissioner is authorized to treat this response as including a petition to extend the time period pursuant to 37 CFR 1.136(a) requesting an extension of time of the number of months necessary to make this response timely filed and the petition fee due in connection therewith may be charged to deposit account no. 12-0415.

I hereby certify that this document is being transmitted to the Patent and Trademark Office via electronic filing.

October 27, 2010
(Date of Transmission)

/Lonnie Louie/
(Name of Person Transmitting)

/Lonnie Louie/
(Signature)

Respectfully submitted,

/Lee W. Tower/
Lee W. Tower
Attorney for Applicant
Reg. No. 30,229
LADAS & PARRY LLP
5670 Wilshire Boulevard, Suite 2100
Los Angeles, California 90036
(323) 934-2300